

# **NOTIFICATION OF ADDENDUM**

## **ADDENDUM NO. 1**

**DATED 8/29/2005**

<b>Control</b>	<b>0176-05-135, ETC.</b>
<b>Project</b>	<b>STP 2000(305)TE, ETC.</b>
<b>Highway</b>	<b>US 59</b>
<b>County</b>	<b>POLK</b>

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum by entering the date, which appears at the top of this letter on the Addendum Acknowledgement Form, contained in your bid proposal.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

04/99



**OFFICIAL DATE OF ADDENDUM: AUGUST 29, 2005**

## **ADDENDUM NO. 1 - issued by the TEXAS DEPARTMENT OF TRANSPORTATION**

RENOVATION OF POLK COUNTY SAFETY REST AREA  
POLK COUNTY, LUFKIN DISTRICT  
US HWY 59, 1.5 MILES NORTH OF LEGGETT  
PROJECT NO. STP 2000(305)TE  
DETAIL NO. 11-76-017605135  
CSJ NO. 0176-05-135  
ESTIMATED CONSTRUCTION COST: \$6,540,000.00 \$8,822,000.00  
BID GUARANTY OR BID BOND: \$100,000.00  
PRE-BID CONFERENCE: AUGUST 22, 2005 - 9:30 A.M.  
AT THE LUFKIN DISTRICT HEADQUARTERS,  
1805 N. TIMBERLAND DR., LUFKIN, TEXAS 75901  
BID DATE: SEPTEMBER 9, 2005 - 1:00 P.M.

Project by Texas Department of Transportation  
Facilities Management – MNT Division  
150 E. Riverside Drive, 4 North  
Austin, Texas 78704  
512-416-3048, FAX 512-416-3080



**BIDS DUE: 1:00 p.m., local time, SEPTEMBER 9, 2005**

AT 200 EAST RIVERSIDE DRIVE, AUSTIN, TEXAS, ROOM 1A.1

**NOTE: THIS ADDENDUM SHALL BECOME AN OFFICIAL PART OF THE PLANS AND SPECIFICATIONS AND BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE "ADDENDUM ACKNOWLEDGMENT" SHEET PROVIDED IN THE PROPOSAL/SPECIFICATION BOOK. FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.**

### **NOTICE TO BIDDERS:**

This Addendum shall be considered as part of the Contract Documents for the above mentioned project as though it had been issued at the same time and incorporated therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence. Work not specifically deleted, modified, changed or altered by this Addendum shall remain in effect as a part of the Contract Documents.

Bidders are hereby notified that they shall make any necessary adjustment(s) in their estimates based on this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Total pages to this Addendum: 27

Addendum No. 1 continued:

**IN THE SPECIFICATIONS:**

**COVER PAGE**

**REVISE:** REVISE ESTIMATED CONSTRUCTION COST "\$6,540,000.00" to read "\$8,822,000.00."

**PROPOSAL INSERT SHEET (INSERT INTO BOUND PROPOSAL)**

**REPLACE with UPDATED PROPOSAL SHEET** – Refer to attached proposal sheet 11-11, Item 7143 added.

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

**REPLACE with UPDATED SPECIAL SPECIFICATION LIST** – Refer to attached Special Specification List page 3-3, Item 7143 added.

**ADD:**

**SPECIAL SPECIFICATION NO. 7143** – REST AREA TOTAL MAINTENANCE, OPERATION AND REPAIR (19 pages attached). Work excludes maintenance of highway mainlanes and adjacent highway Right-of-Way, however, includes entrance and exit ramps, rest area property and luminaries included in contract. Construction contract retainage shall not extend beyond 'FINAL INSPECTION' of construction as per Specification Section 01770 CLOSEOUT PROCEDURES, paragraph 1.4.

**BID ITEM 5162**

**TECHNICAL SPECIFICATIONS**

**SECTION 01010 - SUMMARY OF WORK**

**CLARIFICATION:** Paragraph 1.3; subparagraphs A thru K sequencing, has been corrected; and 1.3.J. – WAGE RATES revised from "Walker County" to "Polk County"; as per attached Section 01010.

**IN THE DRAWINGS:**

**VOLUME 1 – ESTIMATE AND QUANTITY SHEETS**

**REPLACE with UPDATED ESTIMATE AND QUANTITY SHEETS** – Refer to plan sheet C5D attached, Item 7143 added. Refer to plan sheet C5E attached, Item 1013 quantities revised.

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	668	2002		PREFAB PAV MRK (ACC PRK)(BLU & WHT)LRG  DOLLARS CENTS and	EA	4.000	107
	672	2012		REFL PAV MRKR TY I-C  DOLLARS CENTS and	EA	111.000	108
	672	2017		REFL PAV MRKR TY II-C-R  DOLLARS CENTS and	EA	336.000	109
	678	2001		PAV SURF PREP FOR MRK ( 4")  DOLLARS CENTS and	LF	6,702.000	110
	678	2003		PAV SURF PREP FOR MRK ( 8")  DOLLARS CENTS and	LF	7,458.000	111
	1013	2001		TRASH RECEPTACLES  DOLLARS CENTS and	EA	8.000	112
	5162	2001		POLK COUNTY SAFETY REST AREA  DOLLARS CENTS and	LS	1.000	113
	7143	2001		REST AREA TOTAL MNT, OPER AND REPAIR  DOLLARS CENTS and	MO	12.000	114

SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"  
(000---009)  
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"  
(000---011)  
SPECIAL PROVISION TO ITEM 7 (007---004)  
SPECIAL PROVISION TO ITEM 9 (009---004)  
SPECIAL PROVISION TO ITEM 441 (441---001)

SPECIAL SPECIFICATIONS:

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ITEM 1013 TRASH RECEPTACLE  
ITEM 5051 INCENTIVE FOR USE OF LOW EMISSION DIESEL IN NONATTAINMENT  
AND AFFECTED COUNTIES  
ITEM 5162 POLK COUNTY SAFETY REST AREA  
ITEM 7143 REST AREA TOTAL MAINTENANCE OPERATION AND REPAIR

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER  
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-  
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL  
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-  
CATIONS FOR THIS PROJECT.

**SPECIAL SPECIFICATION****7143****Rest Area Total Maintenance, Operation and Repair****POLK COUNTY SAFETY REST AREA****SH 59, 2 MI. NORTH OF LEGGETT, TX**

- 1. Description.** Perform complete maintenance and operation of northbound and southbound rest areas shown on the plans, including all the existing features and any items installed by the Department or Contractor. Unless otherwise noted, the limits of work include all areas currently being maintained which generally begin at the beginning of the ramp entering the rest area and end at the end of the ramp leaving the rest area. It will also include any utility line or appurtenances serving the rest area outside these limits that belong to the Department. Accept the rest areas in an “as is” condition at the beginning of the work.

Perform janitorial services, maintenance of buildings, grounds, utilities and all necessary repairs to ensure the proper operation of rest areas. Operate, maintain and repair items such as, but not limited to, the following: electrical and plumbing systems, utilities, wind turbines, video surveillance systems, water and waste-water treatment systems, buildings (including restrooms and picnic arbor buildings) and their structural elements, pavements, pavement markings, drainage facilities, landscaping, lavatory fixtures, toilets, signs, luminaires, flags, flag poles, irrigation system and playground equipment.

The intent of this specification is to relieve the Department of all duties traditionally performed in maintaining and operating rest areas. Be completely aware of the traditional functions of the Department concerning the maintenance and operation of rest areas. All water, electrical, gas and sewer service accounts will continue to be the responsibility of the Department. Pay for utility costs due to wasteful use or un-repaired leaks as determined by the Engineer, and based upon a historical comparison.

The work in this Item shall commence upon the issuance of a Final Acceptance of the Construction Contract and continue for a period of 12 months. Provide appropriate information concerning subcontractors and receive approval prior to use.

**Capital Repair.** In the unlikely event that major damage caused by catastrophic events should occur, pay the first \$50,000 per event per rest area not reimbursed by the FHWA or third parties. The Department will be responsible for any amount over \$50,000 which will be added to the Contractor’s monthly payment after the work is completed. The Department will be responsible for problems due to unknown pre-existing conditions or design defects. Submit a bid for the repair cost and if approved, receive an executed change order prior to commencing work. The Engineer reserves the right to reject the Contractor’s proposal and perform the work by state forces or other contract. In the event the Engineer exercises this option, the Contractor shall be responsible for the first \$50,000 per event per rest area.

Examples include flood, fire, hurricane or tornado damage of the rest area facility, failure of a sewage or water treatment plant, etc. The Department will be responsible for problems due to unknown pre-existing conditions or design defects. The Contractor will be responsible for problems due to workmanship during the rest areas construction.

Perform work and provide materials for this contract conforming to the latest version of all Department manuals, standards, specifications, statewide special specifications, policies and procedures and their addenda.

2. **Materials.** Furnish previously approved replacement hardware, materials and supplies. Furnish replacement hardware of the same type as original unless otherwise approved. Approval of materials and supplies by the Engineer does not relieve the Contractor of insuring their proper performance.

Provide fire extinguishers and first aid kits for rest area storage rooms. Provide a current Material Safety Data Sheets (MSDS) notebook and inventory list of every material used in the rest area. Keep the notebook in the storage area and make available at all times.

3. **Equipment.** Furnish all tools, equipment and uniforms. Supply a telephone for emergency use during all hours of operations. Provide a pressure washer of sufficient pressure to remove dirt, mildew, gum, etc., but not damaging to concrete finish.
4. **Personnel.** Rest area attendants have direct contact with the traveling public and project an image of the contractor and the Department. Provide courteous rest area attendants meeting high standards of personal hygiene and behavior. Prior to use, provide a list of all employees and as a minimum, a criminal background check.

Provide appropriately licensed personnel for specialized work including, but not limited to, electricians, plumbers, treatment plant operators, pesticide applicators, etc.

5. **Work Methods.** Provide a minimum of 1 attendant at each rest area during the required duty hours. Perform work 7 days a week, 24 hrs per day, including holidays. Install, to the design and at locations approved, signs with the Contractor's name, address and toll free phone number at each rest area. Provide a contact person(s) available 24 hours a day to respond to emergencies. Do not allow employees to live at rest areas.

#### **A. General.**

1. Maintain a daily diary at each rest area detailing, the information shown below. Furnish the original diary to the Department annually. Make the diary available upon request. Include as a minimum the following:
  - a. Date
  - b. Employee entering information
  - c. Maintenance procedures performed
  - d. Problems encountered and resolution
  - e. Equipment malfunctions, time of malfunction and time of repair.

- f.** Incident occurrences of any nature
  - g.** Public complaints
  - h.** Lost and found items
  - i.** Employees, equipment used and hours worked
  - j.** Weather
  - k.** Visitors on official business (TxDOT, TCEQ, Law Enforcement, contractor, etc.)
- 2.** Submit a monthly summary report, on an approved format, by the 10<sup>th</sup> of each month indicating the following: the rest area, any facility malfunction, required repairs, repairs made, vandalism, complaints, incident and other items considered significant. Include at a minimum the following:
- a.** Description.
  - b.** Date, time and location.
  - c.** Action and time frame taken to rectify problem.
  - d.** Subcontractors used.
- 3.** Perform all work near roadways or highways utilizing a traffic control plan conforming to the Texas Manual on Uniform Traffic Control Devices (TMUCD).
- 4.** Close a rest area for major repairs, if approved. Notify the Engineer immediately of any rest areas closed because of malfunctions. Install approved signs on the advance notification signing that the rest area or rest rooms are closed and install barricades across the rest area entrance ramp if closing the entire rest area, as approved.
- Provide temporary toilet facilities meeting the requirements of the Americans with Disabilities Act for any rest area closed more than 12 hours. Clean, sanitize and empty temporary facilities as needed or approved.
- Reopen closed rest areas as soon as possible.
- 5.** Take precautions during all operations to protect the rest area visitors, including but is not limited to mowing, edging, trimming, painting, pesticide application, etc.
- 6.** Although lead based paint or other occupational hazards are not anticipated, take precautions as necessary to ensure the safety of employees and the traveling public.
- 7.** Keep storage areas closed and locked when not occupied and in a clean and orderly condition at all times. Be responsible for equipment and supplies kept in the storage areas. Ensure cleaning chemicals are labeled.



8. For enclosed facilities with air conditioning or heaters, maintain temperature at 78°F in the Summer and 68°F in the Winter;  $\pm 3^{\circ}\text{F}$ . For facilities with heating, ventilation, and air conditioning systems, change filters as required.
9. Report daily “lost and found” items discovered. Secure items found, until collected by the Department.
10. Treat all rest area visitors in a proper manner and use the utmost courtesy at all times.
11. Do not accept tips or other gratuities from the traveling public.
12. Ensure radios or similar devices are not audible by visitors.
13. Ensure no visitors of contract personnel, including relatives of the Contractor’s employees remain in the rest areas during working hours, unless they are bona fide employees of the Contractor.
14. Provide at least one English-speaking employee per rest area.
15. Relocate abandoned vehicles to an approved location, or coordinate the removal by law enforcement.
16. Ensure undesirable activities such as camping, vending or soliciting do not occur. Request law enforcement assistance as needed.
17. Provide approved professional tan uniforms with readily visible identification for all rest area personnel working at the rest areas unless otherwise approved. Provide identification consisting of the name of the person, and the name of the Contractor followed by the term “Contract Attendant”. Ensure attendants wear caps or hard hats emblazoned with an approved identification at all times. Provide additional protective clothing and headgear as needed bearing appropriate insignia previously described.
18. Comply with the provisions of Title 8, Chapter 122 of the Texas Human Resources Code, which outlines the requirement for the use of Community Rehabilitation Programs (CRPs).

State Use Contracts presently exist for rest areas shown on the plans. Renegotiate these contracts with Central Non-Profit Agency (CAN). Currently the designated CAN is TIBH Industries, Inc. Contacts for the CAN can be provided by the Department. Make payments to the CNA.

Renegotiate State Use contracts before their expiration in accordance of Chapter 122 with the Human Resource Code.

The Department reserves the right to arbitrate disputes involving subcontracts or potential subcontracts with CRPs and the CNA. Provide copies of the executed contracts to the Engineer within two weeks of execution.

19. Do not distribute, advertise or sell products or services of any kind in the rest area, unless approved.

Be aware of the provisions of Title 5, Chapter 94 of the Texas Human Resources Code, which outlines vending requirements by the Texas Commission for the Blind. Maintain the vending building and its appurtenances.

20. Requests to establish holiday coffee rest stops at a rest area will be processed by the appropriate Department district. Copies of all approved requests will be forwarded to the Contractor. Cooperate with all approved entities and assist in any resulting cleanup necessary.

Prohibit any unapproved entities from establishing a holiday coffee rest stop.

21. Report spilled hazardous materials to the Texas Commission for Environmental Quality (TCEQ) and remediate according to TCEQ requirements. Take responsibility for the cleanup and the cost if the responsible party cannot be identified. Clean up hazardous material as soon as possible.
22. Obtain reimbursement for any damage caused by third parties.

- B. Janitorial Services.** Keep the rest area clean, pleasant smelling and free of all dirt, trash or insects at all times. Schedule restroom closures for janitorial work during off peak times. Ensure 1 men's and 1 women's restroom remains open at all times. Ensure all rest room facilities are open when no janitorial or repair work is being performed. Display "Caution Wet Floor" signs when the floor is wet. Disinfect entire restroom after cleaning. Utilize the following check list to ensure rest areas are kept clean and presentable:

Perform the following services on a maximum of 8-hour intervals. Inspect each restroom a minimum of 1 time each hour during scheduled duty hours. Immediately address items requiring attention.

1. Mop floors with an appropriate cleaning solution. Thoroughly remove cleaning solution. Immediately clean floors if they become soiled prior to scheduled cleaning.
2. Clean restroom walls, partitions, fixtures, doors, woodwork and handrails. Thoroughly remove cleaning solution. Do not use abrasive cleaning powders to clean the walls and ceilings. Immediately clean listed items if they become soiled prior to scheduled cleaning.
3. Clean surfaces of the sinks and counter tops including levers, spouts and drains. Thoroughly remove cleaning solutions and wipe areas dry.
4. Scrub the inner surfaces of the urinals and toilets. Clean the seat, rim and other surfaces of the fixtures. Wipe the exterior surfaces and rims dry.
5. Clean glass mirrors with a streak free glass cleaner and wipe dry. Clean stainless steel mirrors with a mild liquid soap and wipe dry with a soft cloth.
6. Empty trash receptacles.

7. Ensure cleaning utensils (brushes, rags, etc.) used to clean toilets and urinals are not used to clean other fixtures or items. During cleaning, ensure that water from toilets and urinals does not splash or drip on to the floor.
  8. Ensure the restrooms are sufficiently stocked with toilet tissue, air freshener and hand-soap at all times.
  9. Keep all materials and tools in the storage area when not in use.
  10. Minimize closing of restrooms for janitorial work. Schedule janitorial operations such as pressure washing of floors, ceilings, walls, or similar activities that would inconvenience the traveling public to off peak times. Ensure restrooms are closed for no more than 30 minutes during a cleaning operation.
  11. Remove graffiti or other markings immediately. Paint over when necessary. Repair surface prior to applying paint, where graffiti is scratched into a surface. Display "Caution Wet Paint" signs. Paint entire surface if painting of graffiti results in mismatched colors.
  12. Replace all cracked, broken, non-functioning items such as rusted lights, liquid soap dispensers, trash receptacles, hand dryers, sinks, mirrors, stall doors, partitions, urinals and commodes as soon as possible throughout the life of the contract.
  13. Touch up paint as necessary to ensure rest area does not show any graffiti, rust stains or peeling paint.
  14. Clean lobby or entry area as needed.
  15. Clean inside and outside of display cases and windows daily. Use cleaner that does not damage acrylic material.
- C. Rest Area Grounds.** Perform the following services as often as needed. Perform inspections of each item hourly. If service is needed, address immediately.
1. Keep drinking fountains operational, clean and sanitary. Turn off and drain water from drinking fountains when freezing temperatures are forecast.
  2. Clean and repair as needed; tables, benches, arbors, trash receptacles, barbecue pits, fireboxes and other outdoor appurtenances. Clean and disinfect soiled and stained items. Rinse thoroughly with clean water. Do not apply a disinfectant to table or bench tops unless the surfaces can be rinsed off immediately with clean water.
  3. Keep slabs, walks and driveways free of chewing gum, sand, gravel, grease, leaves, spills and all other types of debris. Pressure wash slabs and walks at the beginning of the contract to remove existing gum and other stains and once a month thereafter. Ensure the public or their property is not sprayed.
  4. Remove animal droppings daily or more often if necessary. Utilize non-lethal methods to discourage bats, birds or other animals in cases of severe infestation.
  5. Keep grounds free of litter. Pay particular attention around the rest area buildings, arbor units and trash receptacles. This includes, but is not limited to trash,

wastepaper, garbage, scrap metals, paper, wood, plastic, glass products, bottle caps, ring-pull tabs, cigarette butts, gum wrappers, feces, animal remains and other items discarded.

6. Empty trash receptacles and replace liners. Clean trash receptacles periodically as needed. Temporarily store litter at an approved screened site located at the rest area. If empty dumpsters are placed on-site, they must be screened and emptied a minimum of twice a week. Clean or replace dumpsters retaining offensive odors, as necessary. Dispose of litter off the right-of-way in accordance with federal, state, and local regulations.
7. Clear ice and snow from roadways, parking lots and sidewalks as soon as practical. Utilize approved sand and anti or de-icing chemicals to facilitate utilization of the paved areas and sidewalks.

**D. Landscape Maintenance.** Keep landscape areas neat, mulched, with healthy plants and no weeds at all times.

1. Replace landscaping plants that are damaged or dying with like items. This includes, but is not limited to plants, shrubs and trees.
2. Treat all landscaping as necessary for insect infestations, damaging fungi, and damaging parasites. Use approved treatment methods and chemicals.
3. Replenish mulch as necessary to maintain a 3-in. depth. Do not allow bare spots or exposed irrigation pipes.
4. Plant and maintain ornamental bedding areas with blooming flowers or perennials as approved from March through November, annually. Replace flowers as necessary to compensate for varying growing and blooming seasons of the area or as approved. Utilize flowers that have proven to be successful within the area and during the respective season. Water ornamental bedding areas sufficiently to keep all plantings lush without distress. Remove ornamental bedding plants that appear to be distressed or beyond their useful life and replace regardless of the timing.
5. It is the intent of this specification to provide dense, lush, colorful and attractive ornamental bedding areas from March 1 through November 30 annually.

**E. Vegetation Maintenance.**

1. Water grass, trees and shrubs during the early morning hours. Follow all local limitations concerning drought or water restrictions. Utilizing approved fertilizer and rates, fertilize twice a year (early spring and mid fall) in accordance with manufacturer's recommendations.
2. Treat all vegetation as necessary for insect infestations, damaging fungi, and damaging parasites.
3. Revegetate bare ground as needed or directed.

4. Mow areas shown on the plans. Maintain grass height between 2 to 5 in. Maintain remote areas from 4 to 8 in. when approved. Abide by local laws concerning air quality. Use push type lawnmowers or hand held trimmers around trees, arbors and other appurtenances. Use tractor driven mowers in other areas, if approved. Equip all mowers with non-damaging turf type tires. Avoid mowing wildflowers in remote areas, except as directed or approved.
  5. Edging and Trimming. In conjunction with each mowing, edge all sidewalks, concrete pads and curbs with an edger designed to provide a vertical cut. Using a string trimmer, trim around all buildings, trees, shrubs, light poles, guard posts, signs, delineator posts, culvert headwalls and any other appurtenances.
  6. Remove noxious weeds and other undesirable growth from lawns, beds of plants and shrubs, as needed. Perform inspections and remove all weeds daily. Trim trees and shrubs as needed. Do not allow trees or shrubs to encroach upon walkways or structures at any time. Trim trees and shrubs in accordance with ANSI 300 standards to maintain uniform and aesthetically pleasing form. Take precautions as necessary to ensure oak wilt or other plant infestations or diseases are not spread. Herbicides that are proven safe for plants, grass and desirable plants may be used to kill weeds, but must be approved before application.
  7. Remove all dead or dying trees as approved. Receive approval prior to removing other trees.
  8. Remove and dispose of tree clippings, limbs, leaves and pine straw from grounds, buildings and arbors. Dispose of removed vegetation at appropriate offsite locations in accordance with applicable local, state and federal statutes.
- F. Appurtenances.** Maintain and repair all outdoor appurtenances. This includes but is not limited to tables, signs, benches, arbors, barbecue pits, fireboxes, litter barrels, lights, flags, flagpoles and other outdoor appurtenances. Replace any outdoor appurtenance that cannot be repaired as soon as possible.
- G. Drainage.** Maintain and repair rest area drainage-ways, including any underground facilities. Remove blockage of drainage facilities as soon as possible after discovery. Inspect drainage facilities every 6 months to ensure their proper operation. Backfill eroded areas with approved soil and revegetate.
- H. Signing and Lighting.** Maintain, repair or replace all traffic operations appurtenances including, but not limited to, delineators, signs and luminaires in accordance with the TMUTCD and other appropriate departmental guidelines and policies.
- I. Sidewalks, Curbs and Pavements.** Maintain, repair or replace all rest area pavements, ramps, parking lots, sidewalks, curbs and slabs. Perform preventive maintenance such as crack sealing, spot seal coating, etc. at the first sign of deterioration to deter the need for repair. Repair all pavement failures, potholes, cracking, rutting, punch-outs, flushing and joint failures by approved methods as soon as possible or as approved.

**J. Striping and Raised Reflective Pavement Markers.** Maintain and repaint striping and specialty markings to the latest standard as needed. Replace missing or broken raised pavement markers as needed.

**K. Building Maintenance and Repair.** Maintain and repair all buildings and structures within the rest area complex. Maintenance and repair includes, but is not limited to, the following items:

1. Make all structural and architectural repairs of building interiors and exteriors. Ensure the structural integrity of all buildings is maintained at all times. Address necessary repairs affecting structural integrity immediately. Obtain approval of repair methods and schedules.
2. Repair or replace electrical system, plumbing system, utility lines, water and waste water system, hand dryers, light fixtures, lavatory fixtures, toilets, tiles and any other repairs necessary for operation of the rest areas. Perform repair or replacement of these items within 24 hours unless approved.
3. Address paint blistering, paint peeling, mildew, or mold within one week of discovery or as approved. If interior or exterior paint is faded, peeling, shows touchup painting of different shades or otherwise not aesthetically pleasing, perform a complete painting of the total structures and fixtures. Sandblast rusted metal to bare metal and prime with rust inhibiting primer prior to painting with exterior paint.
4. Maintain interactive computer and interpretive exhibits displays. Replace computer hardware for the internet and interactive exhibits on an as needed basis to insure displays are working. Ensure displays are repaired within 48 hours of failure.

**L. Water and Wastewater Facilities.** Some of the piping, lift stations or other water or wastewater facilities may not reside totally on the rest area grounds. The Contractor's responsibility includes all Department facilities servicing the rest areas regardless of their location.

1. **Water Treatment Plant Operation.** Provide maintenance, testing, repair and operations of water treatment plant facilities servicing rest areas where applicable. Maintain and repair items such as piping, pumps, control systems, electrical systems, motors, chemical treatment systems, and filter media within the system. Test and maintain in accordance with the most current regulations, guidelines and revisions as required by federal, state and local codes or statutes. Provide operator licensing and associated facility licensing, permits and fees, as necessary.
2. **Wastewater Treatment Facility Operation.** Provide maintenance, testing, repair and operations of wastewater treatment facilities servicing rest area facilities where applicable. Wastewater treatment facilities include, but are not limited to, septic tanks, septic tank evaporative fields, evaporation/transpiration systems, gray water sprinkling systems, electrical systems, control systems, chemical treatment systems, and any facility utilized for wastewater treatment at a rest area facility. Test and maintain in accordance with the most current regulations, guidelines and

revisions as required by federal, state and local codes or statutes. Provide licensed operators. Renew and pay for facility licensing, permits and fees as necessary.

3. Coordinate as necessary with the Texas Commission for Environmental Quality. Comply with all TCEQ licensing, facility permit renewal and operational requirements. Submit licensing and reporting for review and approval. Keep waste water treatment diary and required daily test results on site. Submit final approved reports to the TCEQ as necessary. Take responsibility and pay for violations, sanctions and resulting fines. Provide system modifications or cleaning necessary to address TCEQ regulations or violations. Correct violations immediately and provide written reports to the Department.

**M. Emergency Operations.** Coordinate closures with the project engineer.

## **6. Contractor Performance.**

- A. TxDOT District personnel will inspect the rest areas on a frequent basis. Deficiencies will be noted and provided to the Project Engineer. These informal inspections will not be the basis for assessment of incentives or disincentives. They may be used to document contractors' performance for the removal of incentive or disincentive pay adjustments. At times District personnel may make formal evaluations according to Section 6.B. In these instances, incentive or disincentive pay adjustments can be made.

### **B. Incentives and Disincentive Payments.**

The Department will perform unannounced random evaluations of each rest area facility. The evaluation will be made utilizing an evaluation form as shown in the Appendix. Maintain a minimum overall score of 85% at each rest area facility. The Contractor will be notified of all evaluations below the standard after a review by the Engineer. Evaluation scores of less than 85 % or 92% and over will result in incentive or disincentive payments as shown below, by taking the rest area's monthly bid price, dividing by the number of days in the month of the evaluation to get a cost per day. The cost per day will then be multiplied by the Daily Payment Multiplier as shown below to determine the daily incentive/disincentive payment.

Disincentive payments shall be charged daily, beginning on the day it is reported to the contractor, until a reevaluation results in the minimum acceptable overall score as shown above. Request a re-inspection for any rest areas receiving scores below 85% when corrections have been made to ensure a minimum 85%. The rest area will be reevaluated a maximum of 7 days after the Contractor's request. If the rest area is not reevaluated within 7 days, the disincentive will be removed. However, a minimum disincentive payment of 7 days will be charged for scores below 85%. Incentive payments will be paid beginning on the day of a 92% or better inspection, until a future inspection results in scores below 92%. The daily incentive/disincentive payment will be multiplied by the number of days above/below the standard, to determine the total incentive/disincentive for the month. Scores equal to or greater than 84.50 but less than 85 will be rounded to 85 and no disincentive will be imposed. Scores equal to or greater than 91.50 but less than 92 will not be rounded to 92 and no incentive will be imposed.

	Desirable	Acceptable	Needs Improvement	Poor	Unacceptable
Score	92% or Greater	85% - 91.99%	80% - 84.99%	75%-79.99%	<75%
Daily Payment Multiplier	+ 0.15/day	0	- 1.00/day	- 1.5/day	- 2.0/day

If for a specific rest area, an evaluation results in a scores of less than 75% or 2 consecutive evaluations are less than 85%, or if a specific rest area element is rated one or less three consecutive evaluations or one or less in three out of four consecutive evaluations, even though the overall score meets the acceptable requirement, the Engineer will issue a notice with a deadline to correct deficiencies. The Contractor will pay an additional \$5,000 a day, in addition to the disincentive payments, for every day past the deadline the work remains deficient. In addition, the Engineer may take steps to have the work corrected, including the use of Emergency Contracts. Once the Contractor is notified that the Department is taking corrective action, the Contractor will refrain from taking steps of its own. The costs associated with these measures will be deducted from any monies due the Contractor for work at the specific rest area where the contract deficiency occurred. If a rest area is closed due to a major malfunction, it may only remain closed for a maximum of three days. Unless otherwise approved by the Engineer, additional disincentive reductions of \$5,000 a day will be charged for each day the rest area is closed beyond the 3-day limit.

### **C. Contract Compliance.**

If the Contractor fails to perform items required by the contract but not covered by the site evaluations, payment will not be made for those items. The Engineer will determine the amount to be deducted.

- 7. Measurement.** This Item will be measured by the month for the maintenance, operation and repair for each rest area location.
- 8. Payment.** The work performed and materials furnished shall be in accordance with and paid for at the unit price bid for "Rest Area Total Maintenance, Operation and Repair" for the rest area specified. This price is full compensation for rest area facility enhancement, maintenance and repair, janitorial maintenance, grounds maintenance, landscape upgrading and for furnishing all labor, tools, materials, supplies, equipment and incidentals necessary to complete the work.
- 9. Warranty.**  
All work performed (including equipment and materials furnished) under this Item shall be 100% warrantied for a minimum period of 1 year from the date of contract expiration; thereof against defective materials, design, unauthorized substitution, and improper installation. Upon receipt of notice of failure of any portion of the guaranteed systems and/or facilities during the warranty period, the affected portion or facilities shall be replaced or reworked (in a time frame approved by the Engineer) by and at the expense of the Contractor. Further, the Contractor shall properly obtain, execute, and forward any and all manufacturer's warranties on equipment, materials,



etc., furnished under the contract.

# Appendix

## Rest Area Evaluation Form

Traffic/Pavement/ Markings		No maintenance required	Minor cleaning required(can be done on the spot)	Dirty or minor repairs required(may be completed same day)	Unacceptable-major repairs or major maintenance required			
10%	Unit	3	2	1	0	Rating	Total Poss	Sect %
Signs/supports/ delineators								
Pavement markings								
Sidewalks								
Pavement								
Edges/curbs								
Guardrail/guardposts								
Miscellaneous								
						Subtotal		

<b>Grounds</b>		No maintenance required	Minor cleaning required(can be done on the spot)	Dirty or minor repairs required(may be completed same day)	Unacceptable-major repairs or major maintenance required			
<b>10%</b>	<b>Units</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>Rating</b>	<b>Total Poss</b>	<b>Sect %</b>
Grass (mowing, edging, trimming, raking)								
Litter								
Trees, shrubs								
Landscaping								
Insect control								
Playground								
Miscellaneous								
						<b>Subtotal</b>		0
<b>Outdoor Fixtures</b>		No maintenance required	Minor cleaning required(can be done on the spot)	Dirty or minor repairs required(may be completed same day)	Unacceptable-major repairs or major maintenance required			
<b>15%</b>	<b>Units</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>Rating</b>	<b>Total Poss</b>	<b>Sect %</b>
*Arbors								
*Slabs								
*Tables								
*Litter containers								
*BBQ pits								
*Water fountains/jug fillers								
Miscellaneous								
* Count each item in rest area and enter the number in column that applies to how the item rates						<b>Subtotal</b>		

Building		No maintenance required	Minor cleaning required (can be done on the spot)	Dirty or minor repairs required(may be completed same day) May be out of service part of day	Unacceptable - Major repairs or items to be replaced or repainted			
10%	Units	3	2	1	0	Rating	Total Poss	Sect %
Structure						0		
Information display/arbor						0		
Entry/lobby (floors, walls, ceilings)						0		
Heat/AC (lobby)						0		
Lighting (entry/lobby)						0		
Benches						0		
Trash receptacles						0		
Interactive Displays						0		
Miscellaneous						0		
						<b>Subtotal</b>		

<b>Men's Restroom</b>		No maintenance required	Minor cleaning required (can be done on the spot)	Dirty or minor repairs required(may be completed same day) May be out of service part of day	Unacceptable - Major repairs or items to be replaced or repainted			
<b>25.0%</b>	<b>Units</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>Rating</b>	<b>Total Poss</b>	<b>Sect %</b>
*Sinks								
*Hand dryers								
*Toilets/urinals								
*Toilet paper dispenser								
*Mirrors								
*Trash receptacles								
*Soap dispenser								
*Stalls(partisians/doors)								
Lighting (inside)								
Floors								
Ceiling								
Walls								
Diaper changing area								
Heat/AC								
Odor/deodorant device								
Miscellaneous								
* Count each item in rest area and enter the number in column that applies to how the item rates						<b>Subtotal</b>		

<b>Women's Restroom</b>		No maintenance required	Minor cleaning required (can be done on the spot)	Dirty or minor repairs required(may be completed same day) May be out of service part of day	Unacceptable - Major repairs or items to be replaced or repainted			
<b>25.0%</b>	<b>Units</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>Rating</b>	<b>Total Poss</b>	<b>Sect %</b>
*Sinks								
*Hand dryers								
*Toilets								
*Toilet paper dispenser								
*Mirrors								
*Trash receptacles								
*Soap dispenser								
*Stalls(partisians/doors)								
*Sanitary napkin receptacles								
Lighting (inside)								
Floors								
Ceiling								
Walls								
Diaper changing area								
Heat/AC								
Odor/deodorant device								
Miscellaneous								
* Count each item in rest area and enter the number in column that applies to how the item rates						<b>Subtotal</b>		<b>0</b>

Assisted Use Restroom		No maintenance required	Minor cleaning required (can be done on the spot)	Dirty or minor repairs required(may be completed same day) May be out of service part of day	Unacceptable - Major repairs or items to be replaced or repainted	When assisted use restrooms apply, they will carry 10% of the total and the women's and men's restrooms will carry 20% each.		
10%	Units	3	2	1	0	Rating	Total Poss	Sect %
Sinks								
Hand dryers								
Toilets								
Toilet paper dispenser								
Mirrors								
Trash receptacle								
Soap dispenser								
Sanitary napkin receptacle								
Lighting (inside)								
Floors								
Ceiling								
Walls								
Diaper changing area								
Heat/AC								
Odor/deodorant device								
Miscellaneous								
						Subtotal		

Attendants/ Required Documentation		Meets contact requirements	Minor areas do not meet contract requirements	Borderline in meeting contact requirements	Does not meet contract requirements.			
5%	Units	3	2	1	0	Rating	Total Poss	Sect %
Attendant(s)								
Diary/MSDS								
Storage area								
						Subtotal		
						Grand Total		



## SECTION 01010 – SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1

- A. VOLUME 1 PLAN SET CONTRACT DOCUMENTS contain all SITEWORK associated with ROADWAY PAVING including paving, storm water drainage, and Landscape work.
- B. VOLUME 2 PLAN SET CONTRACT DOCUMENTS contain RESTROOM BUILDINGS, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, and SITE UTILITY work.
- C. Contractor shall be required to coordinate VOLUME 1 work with VOLUME 2 work.
- D. Drawings and general provisions of the Contract (both VOLUME 1 and VOLUME 2), including Uniform General Conditions (UGC) and Supplementary General Conditions (SGC) and all other Division 1 Specification Sections, apply to this section..

#### 1.2 WORK COVERED BY VOLUME 2 CONTRACT DOCUMENTS

- A. Project Identification: Project consists of the construction of two safety rest areas (one on each side of U.S. Highway 59).
  - 1. Project Location: Polk County, Texas, approximately 2 miles north of Leggett, Texas, on U.S. Highway 59.
  - 2. Owner: Texas Department of Transportation, 125 East 11<sup>th</sup> Street, Austin, Texas 78701-2483.
- B. Architect Identification: The Contract Documents, dated July 2005, were prepared for project by TEXAS DEPARTMENT OF TRANSPORTATION, FACILITIES MANAGEMENT SECTION, MAINTENANCE DIVISION, 125 E. 11<sup>th</sup> Street, Austin, TX 78701.
- C. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the contract documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- D. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

#### 1.3 GENERAL DESCRIPTION

- A. The project consists of providing labor, materials and equipment necessary for the construction of two safety rest areas (one on each side of US HWY 59), 2 miles north of Leggett, TX. Two banks of restrooms, anchored by a Lobby/exhibit space are located in each center.
- B. The Work includes civil (roadway paving), landscape, structural, architectural, mechanical, plumbing, electrical and site utilities.

- C. Main buildings: are structural slab on grade foundation; load bearing CMU construction; and wood truss roof framing to match existing.
- D. Exterior finishes to be masonry and cast stone to match existing. All roofing to be fiber cement shingles to match existing.
- E. Interior finishes to include stained concrete floors, ceramic tile floors and walls to match existing. Split system equipment will be utilized for mechanical HVAC.
- F. Site work to include earthwork, grading, site utilities including plumbing, electrical, telephone; and connections to water service and wastewater.
- G. Mechanical, Electrical & Plumbing (MEP) work: Split HVAC systems with ducted supply and returns. Electrical work includes closed circuit TV system with monitors.
- H. Time of Completion: 250 calendar days.
- I. Liquidated Damages: Refer to Article 6.4, SGC.
- J. Wage Rates: Wage scales as set forth in Bidding Requirements and Contract Conditions shall be based on Polk County wage rates.
- K. Fees, Permits and Notices: Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary and required for the proper execution of the Work. For this project, a Building Permit will not be required. See Section 00850.

#### 1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

END OF SECTION 01010

## ESTIMATE SUMMARY

[illegible]

# ESTIMATE & QUANTITY SHEET

STATE DIST. NO.	COUNTY	PROJECT NO.	SHEET NO.
11	POLK	STP 2000(305)TE, ETC	C5D

## ESTIMATE SUMMARY

[illegible]

# ESTIMATE & QUANTITY SHEET

STATE DIST. NO.	COUNTY	PROJECT NO.	SHEET NO.
11	POLK	STP 2000 (305) TE, ETC	C5E